89-766
NO. .....

IN THE

Supreme Court of the United States

OCTOBER 1989 TERM

BARBARA SLAUGHTER,
Petitioner

v.

AT&T INFORMATION SYSTEMS, INC.,
Respondent

ON PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES
COURT OF APPEALS FOR THE FIFTH CIRCUIT

RESPONDENT'S BRIEF IN OPPOSITION

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RULE 28.1 LISTING

The parties to the proceedings below were Petitioner Barbara Slaughter, Respondent AT&T Information Systems, Inc., and Communications Workers of America. In accordance with SUP. CT. R. 28.1, Respondent lists the following parent company:

1. American Telephone & Telegraph, Co.

Respondent lists the following subsidiaries, other than wholly-owned subsidiaries:

1. AT&T Videolink, Inc.
2. Counterpoint Computers, Inc.
3. Covidea

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RESPONDENT'S BRIEF IN OPPOSITION

Respondent, AT&T INFORMATION SYSTEMS, INC., respectfully prays that Petitioner's request for review by certiorari be denied.

STATEMENT OF THE CASE

Petitioner is a former union-represented employee of Respondent. In 1986, when Petitioner terminated her employment with Respondent, Petitioner contended that she was a surplus employee entitled to termination pay. Respondent, however, maintained that Petitioner was not a surplus employee, refused to pay her termination pay and alternatively paid Petitioner a lesser amount under the Supplemental Income Protection Program ("SIPP"). Both termination pay and SIPP payments were employee benefits provided for in the Collective Bargaining Agreement

between Petitioner's union, the Communications Workers of America ("CWA"), and Respondent (App.A, *infra*).

Petitioner requested that the CWA file a grievance with Respondent regarding her entitlement to termination pay. The CWA did not file a timely grievance. In June 1986, Petitioner's attorney sent a letter both to Respondent and the CWA protesting the CWA's handling of the case and Respondent's refusal to award termination pay. Petitioner, however, delayed filing this lawsuit against Respondent and the CWA until January 1988.

In this lawsuit, Petitioner alleges that the CWA breached its duty of fair representation by failing to file a grievance, and that Respondent breached the collective bargaining agreement by failing to pay termination pay. Respondent and the CWA removed the lawsuit to federal district court because federal labor laws preempted Petitioner's state law causes of action. Respondent and the CWA also moved for summary judgment on the ground that Petitioner's cause of action was barred by the limitations period for a hybrid duty of fair representation/§ 301 suit. The district court granted summary judgment, and dismissed the lawsuit as untimely filed. The Fifth Circuit Court of Appeals affirmed the district court's ruling and denied Petitioner's request for a rehearing.

REASONS FOR DENYING THE PETITION

Contrary to Petitioner's assertion, the lower courts did not depart from the accepted and usual course of judicial proceedings in dismissing Petitioner's action against Respondent and the CWA because it was untimely filed. In affirming the dismissal, the Fifth Circuit Court of Appeals applied well-established principles of law enunciated by this Court and followed by every circuit court of appeals in this nation. Consequently, this case does not merit review by this Court.

Moreover, Petitioner raises no other bases for review under SUP. CT. R. 17.

Petitioner's claim is nothing more than a hybrid duty of fair representation/§ 301 suit and is therefore subject to the six-month limitations period announced by this Court in *DelCostello* v. *International Bhd. of Teamsters*, 462 U.S. 151 (1983). Because Petitioner did not file her lawsuit until at least eighteen months after her cause of action accrued, the lower courts correctly applied *DelCostello* and held that Petitioner's action was time-barred.

A hybrid duty of fair representation/§ 301 suit is an action in which an employee seeks redress for breach of a collective bargaining agreement by claiming that the union breached its duty of fair representation and that the employer breached a collective bargaining agreement. *DelCostello*, *supra*, at 164-65. Petitioner's complaint evokes this hybrid cause of action in nearly every paragraph (App.B, *infra*, at ¶¶ III, IV, VI, VII, VIII). Consequently, this action falls squarely within *DelCostello* and is barred by limitations.

Petitioner attempts to avoid this bar by arguing that this Court's decision in *IBEW* v. *Hechler*, 481 U.S. 851, 107 S.Ct. 2161 (1987) governs this dispute, and therefore her claim was not subject to the *DelCostello* six-month limitations period. Petitioner's attempt to fit the facts of this case into the rubric of *Hechler* must fail.

In *Hechler*, plaintiff brought suit against her union claiming that the union breached its duty to provide her a reasonably safe workplace. Although the union did not owe this duty to plaintiff under the applicable state law, plaintiff alleged that the union assumed this duty when it entered into collective bargaining and ancillary agreements with her employer. *Hechler*, *supra*, at 2167. Because questions of contractual interpretation underlay Hechler's tort claim, this Court found that Hechler could not evade the preemptive

force of federal labor law by casting her claim as a state law tort action. This Court, however, remanded the action to the court of appeals to determine whether the six-month limitations period of *DelCostello* applied to Hechler's claim.

On remand, the Eleventh Circuit determined that Hechler's cause of action was not a duty of fair representation claim, but rather a claim for a breach of contract against her union and applied the state limitations period for breach of contract. *Hechler* v. *IBEW*, 834 F.2d 942, 946-47 (11th Cir.), *on remand from* 481 U.S. 851 (1987).

This determination, however, has no application to this dispute. Unlike Petitioner, Hechler sued only the union and not her employer. Consequently, the Eleventh Circuit was not presented with the question of whether Hechler's suit was a hybrid duty of fair representation/§ 301 suit.

Hechler provides only that not every action against a union constitutes a claim for breach of the duty of fair representation. Petitioner, however, is not challenging the lower courts' rulings that her claim against the CWA constituted a breach of the duty of fair representation suit. The only issue which Petitioner seeks to review is whether her action is a hybrid cause of action, or purely a § 301 cause of action against her employer.

Petitioner cannot complain that her cause of action has been mischaracterized by the lower courts. Petitioner alleged that, under the terms of the collective bargaining agreement, the CWA had a duty to fairly represent her in a grievance proceeding. Petitioner further alleged that the CWA breached this duty by failing to pursue a grievance on her behalf and that the union's lack of action foreclosed her ability to have an arbitrator hear her complaint that Respondent breached the collective bargaining agreement (App. B, *infra*, at ¶¶ VI, VIII). These allegations can only be

characterized as a hybrid duty of fair representation/§ 301 action. *See Vaca* v. *Sipes*, 386 U.S. 171 (1967).

Petitioner seeks to avoid the application of the *DelCostello* six-month limitations period by asserting that, in the absence of exclusive and final grievance and arbitration clauses in the collective bargaining agreement, her § 301 cause of action is governed by the state law limitations period. Petitioner claims that the use of the word "may" in the arbitration clause of the collective bargaining agreement demonstrates that arbitration is not an exclusive remedy. In asserting this claim, however, Petitioner completely ignores *Republic Steel Corp.* v. *Maddox*, 379 U.S. 650 (1965).

In *Republic Steel*, this Court stated that an arbitration clause contained in a collective bargaining agreement is mandatory unless the parties to the agreement expressly provide that arbitration *is not* the exclusive remedy. *Id.* at 657-58. Petitioner also misconstrues *Daigle* v. *Gulf States Utilities Co.*, 794 F.2d 974 (5th Cir.), *cert. denied*, 479 U.S. 1008 (1986). In *Daigle*, the Fifth Circuit held that a state law limitations period for breach of contract applied to a § 301 lawsuit if the collective bargaining agreement did not provide an exclusive and final grievance and arbitration procedure. *Daigle, supra*, at 977. In *Daigle*, however, the record contained *no* evidence that the collective bargaining agreement had *any* grievance or arbitration clause. Consequently, it was impossible for the court to determine whether the employee was bound to exhaust his contractual remedies.

The Fifth Circuit clearly understands and applies the requirements of *Republic Steel*. In *Bache* v. *American Tel. & Tel.*, 840 F.2d 283 (5th Cir. 1988), the court, citing *Republic Steel Corp.*, 379 U.S. at 657-58, explained that "[t]he general rule of exhaustion is inapplicable *'if the parties to the collective bargaining agreement expressly agreed that arbitration*

was not the exclusive remedy' for the breach of contract at issue" (emphasis added). *Bache, supra,* at 288.

In this action, the collective bargaining agreement contains an arbitration and grievance provision. There is no language which *expressly* states that arbitration is not the exclusive remedy. The language on which Petitioner relies, "either the Union or the Management may submit the issue of any such matter to arbitration for final decision," is common contract language which means that either party to the contract may choose to take an issue to arbitration or both sides may choose to abide by the result reached in the grievance process. Were the language mandatory rather than permissive, the parties would be placed in the untenable position of being forced to arbitrate every grievance not settled during the grievance procedure.

In no event, however, does the language create an express statement that the process is not binding and is not exclusive. Merely including permissive language in the arbitration clause does not "reveal a *clear understanding* between the contracting parties that individual employees, unlike either the union or the employer, are free to avoid the contract procedure and its time limitations in favor of a federal suit. *Any doubts must be resolved against such an interpretation." Republic Steel Corp., supra,* at 658-59 (emphasis added).

Petitioner makes no attempt to resolve the conflict between her interpretation of *Daigle* and the pronouncements of this Court in *Republic Steel* and the Fifth Circuit in *Bache.* Read in conjunction with *Bache,* it is clear that *Daigle* is not inconsistent with the Fifth Circuit's ruling in this action. More importantly, the Fifth Circuit's ruling on Petitioner's claims is entirely consistent with this Court's decisions.

Finally, there are no grounds for granting the petition for writ of certiorari. As has been demonstrated, the lower

courts did not depart from the accepted and usual course of judicial proceedings in dismissing Petitioner's lawsuit. Contrary to Petitioner's claim, there is no inconsistency between the Fifth Circuit's decision in *Daigle, supra,* and in this case. Moreover, conflicting decisions within a circuit is not an enumerated consideration for determining whether to grant a petition for writ of certiorari. SUP. CT. R. 17. The Fifth Circuit Court of Appeals correctly applied the principles of federal labor law to this case. That application is clearly consistent with rulings of other circuits and this Court's decisions.

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted,

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APPENDIX A
COLLECTIVE BARGAINING AGREEMENT

ARTICLE XIX

EMPLOYMENT TERMINATIONS

Section 1. **Payment of Termination Allowance.** A regular or temporary employee shall receive a termination allowance computed as provided in Section 3 of this Article when the service of the employee is terminated under the following conditions:

a. Laid off because there is not enough work in the exchange to warrant retaining the employee in the service where he or she is employed;

b. Retired at age 70 without a pension;

c. Dismissed, except for reasons of misconduct, after having three or more years of Net Credited Service;

d. After a leave of absence when no work is available provided there was every reasonable expectancy at the time the leave was granted that the employee would return to work and the employee is willing and able to do so.

Note: No termination allowance shall be due the employee in any case where the separation is the result of retirement on pension, death, transfer, or resignation.

Section 2. **Technological Displacement.** If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate reassignments of employees to different job titles involving a reduction in pay or to locations requiring a change in residence, or if a force surplus necessitating any of the above

actions exists for reasons other than technological change and the Company deems it appropriate, any employee:

a. who is in the affected job titles and work location; and

b. who is not eligible for a service pension,

may elect not to accept such reassignment to a job title involving a reduction in pay or to a location requiring change in residence and shall be terminated and paid a termination allowance. Any such employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence shall not be paid a termination allowance.

Employees eligible for a termination allowance under the terms of this provision alternatively may elect to participate in the Voluntary Income Protection Program (VIPP) providing they meet the eligibility requirements of that program.

Section 3. **Amount of Termination Allowance.** Any termination allowance payable under this Article shall be computed as follows:

1 week's pay for each completed year of Net Credited Service up to and including 5 years; plus

2 weeks' pay for each completed year of Net Credited Service from 6 years to 10 years, both inclusive; plus

3 weeks' pay for each completed year of Net Credited Service from 11 years to 13 years, both inclusive; plus

4 weeks' pay for each completed year of Net Credited Service beyond 13 years.

Section 4. **Reengaged or Rehired Employees.** Payment of termination allowance to employees who have been reengaged or rehired is subject to the following conditions:

a. An employee reengaged and again laid off after having former service credited will be paid the difference

between the amount computed under a termination allowance plan and any previous payment such employee may have received on account of a previous layoff.

b. If an employee who has received a termination allowance is rehired and the number of weeks since the date of layoff is less than the number of weeks upon which the allowance was based, the amount paid to that employee for the excess number of weeks shall be considered as an advance and repayment will be made through payroll deduction in the amount of 10% of the weekly wage until the amount is fully paid.

Section 5. **Week's Pay.** A week's pay for the purpose of these computations (other than for Directory Representatives and Coupon Sales Representatives) shall be the basic pay of the employee and any extra payments for such evening or night tours as were in effect for the employee's regular assignment at the time of service termination. A week's pay for the purpose of these computations for Directory Representatives and Coupon Sales Representatives will be determined in the same manner as provided in Article XXVII and Article XXVIII, respectively, for vacation pay.

ARTICLE VIII

SUPPLEMENTAL INCOME PROTECTION PROGRAM

Section 1. If during the term of this Agreement, the Company notifies the Union in writing that technological change (defined as changes in equipment or methods of operation) has or will create a surplus of any job title in any work location which will necessitate layoffs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations

requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, employees under the normal retirement age as defined in the Bell System Pension Plan (BSPP) or its applicable successor Plan, as of the effective date of termination of employment (whether or not eligible for a service pension) in the affected job titles and work locations who have at least twenty years of net credited service and whose age and years of net credited service, in sum, total seventy-five or more as of the effective date of the termination of employment, may elect, in the order of seniority, and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection benefits described in Section 4 of this Article subject to the following conditions:

a. The Company shall determine the job titles and work locations in which a surplus exists, the number of employees in such titles and locations who are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Article. Neither such determinations by the Company nor any other part of this Article shall be subject to arbitration.

b. The number of employees who may make such election shall not exceed the number of employees determined by the Company to be surplus.

c. An employee's election to leave the service of the Company and receive Supplemental Income Protection benefits must be in writing and transmitted to the Company within 30 days from the date of the Company's offer in order to be effective and it may not be revoked after such 30 day period.

Section 2. Subject to the limitations in Sections 4 and 6, employees who so elect to leave the service of the Company and receive Supplemental Income Protection benefits may receive in combination with such benefits either (i) a retirement service pension if eligible for such pension or, if not eligible, (ii) a termination allowance, if otherwise entitled, in an amount determined in accordance with basic contract provisions, but not both.

Section 3. Supplemental Income Protection payments for employees who so elect to leave the service of the Company in accordance with Section 1 shall begin within one month after such employee has left the service of the Company to continue until (i) 48 payments have been made; or (ii) the end of the month in which the recipient attains normal retirement age as defined in the BSPP, or its applicable successor Plan, whichever occurs earlier.

Section 4. For an employee who so elects in accordance with Section 1, the Company will pay monthly as Supplemental Income Protection payments; (i) $8.00 for each year of net credited service (including a prorated amount for any partial year of net credited service) plus (ii) 40% of the final full-time basic weekly or equivalent wage rate for the employee's job title and location adjusted as set forth in Section 5 for any periods of part-time service of the employee. In no case, however, shall the monthly payment hereunder exceed in aggregate a total of $400.00 per month. In addition to the monthly benefits, for an employee who so elects in accordance with Section 1, the Company will pay a lump sum payment based on years of net credited service (prorated for part-time service as set forth in Section 5) as follows:

20 to 25 years	$2000
25 to 30 years	$2500
30 years and Over	$3000

Such lump sum payment will be made within sixty (60) days after the employee has left the service of the Company or, at the employee's option, will be made in the first quarter of the calendar year following the employee's termination of service. The maximum amount of Supplemental Income Protection benefits payable including any lump sum payment shall in no event exceed a total of $22,200.

Section 5. The years of net credited service and the final full-time basic weekly or equivalent wage rate as used in the preceding Section for purposes of determining the monthly payment and the lump sum payment shall be prorated for any period of time during which an employee is employed on a part-time basis in the proportion of such employee's basic rate of pay during any such period to the basic rate of pay for an equivalent full-time employee in the same job title, classification, and work group during the same period in the same manner as calculated in the BSPP or its applicable successor Plan.

Section 6. In no event shall the combination of Supplemental Income Protection payments (including any lump sum payment) and any termination, layoff or similar allowance paid exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) received during the year immediately preceding the termination of service. To the extent necessary, Supplemental Income Protection payments shall be reduced by the amount of any termination, layoff or similar allowance paid to the employee so that the combination of Supplemental Income Protection payments and termination or other allowance payments does not exceed the equivalent of twice the employee's annual compensation at the basic weekly wage rate (or its equivalent) for the year immediately preceding the termination of service.

Section 7. As used in this Article, "annual compensation at the basic weekly wage rate (or its equivalent)" or "basic weekly wage rate (or its equivalent)" do not include tour or temporary differentials, overtime pay, or other extra payments.

Section 8. In addition to the conditions set forth above, any payments to a recipient hereunder shall be suspended upon the happening of any of the following:

a. Reemployment of the recipient by the Company; or

b. Employment of the recipient by an affiliate or subsidiary company within the same control group of companies as is the Company.

APPENDIX B

NO. 88G0036

BARBARA SLAUGHTER	§	IN THE DISTRICT
VS.	§	COURT OF BRAZORIA
AT&T INFORMATION	§	COUNTY, TEXAS
SYSTEMS, INC. AND	§	239TH JUDICIAL
COMMUNICATIONS	§	DISTRICT
WORKERS OF AMERICA	§	

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

BARBARA SLAUGHTER, Plaintiff in the above numbered and entitled cause, files this her Original Petition complaining of AT&T INFORMATION SYSTEMS, INC. AND COMMUNICATIONS WORKERS OF AMERICA, Defendants herein, and for cause of action would show this Court as follows:

I.

Plaintiff is a resident of Brazoria County, Texas. Defendant AT&T INFORMATION SYSTEMS, INC. (hereinafter called "ATTIS") is a corporation authorized to do business in the State of Texas who may be served with process by delivering a copy of this petition to C.T. Corporation Systems, its registered agent for service, at 1601 Elm Street, Dallas, Texas. Defendant COMMUNICATIONS WORKERS OF AMERICA (hereinafter called "CWA") is a labor union association which may be served with process by delivering a copy of this petition to Mr. Jack Limmroth at 2121 San Jacinto Street, Suite 1414, Dallas, Texas.

II.

Venue of this cause of action is proper in Brazoria County, Texas under Sec. 15.036, Texas Civil Practice and Remedies Code, because all or a part of the cause of action asserted by Plaintiff arose in Brazoria County, Texas.

III.

For a period in excess of thirty (30) years, Plaintiff was employed by Southwestern Bell Telephone Company, or its successor in certain respects, ATTIS. During all or part of such employment, and at all times material hereto, Plaintiff was represented as a bargaining unit by CWA under a collective bargaining agreement.

IV.

Plaintiff was advised by her employer, ATTIS, sometime in January, 1986, that her place of work in the Clute/Lake Jackson, Texas area had been declared closed by ATTIS as a part of a reorganization of Plaintiff's department. Plaintiff was offered a transfer to ATTIS' office at 255 Northpoint, Houston, Texas, a distance of over fifty (50) miles from her residence in Angleton, Texas. As was her right under her agreement with ATTIS, Plaintiff elected not to take the transfer, and her employment with ATTIS was terminated effective February 28, 1986.

V.

At the time of her termination, Plaintiff was a non-management employee represented by a union. Although ATTIS has denied coverage, Plaintiff was a designated surplus employee under ATTIS' Force Management Guidelines whose employment was terminated by ATTIS as a surplus employee. As such, Plaintiff became eligible for termination

pay as provided under a termination payment plan for surplus union represented non-management employees of ATTIS. Plaintiff, although entitled to receive termination plan pay of $59,018.00 under the formula provided by ATTIS, was denied coverage under such plan by ATTIS. Plaintiff was coerced involuntarily, under threat of dismissal for cause (and thus forfeiting certain retirement benefits), to waive any claim to termination pay and forced to elect supplemental income protection program (SIPP) benefits which were considerably less than termination pay.

VI.

Plaintiff complained to officials of CWA about her coerced election of SIPP benefits and was assured by CWA officials that they would assert a grievance with ATTIS management about Plaintiff's treatment. Under the terms of the collective bargaining agreement then in effect, CWA owed Plaintiff a duty to fairly represent her in such grievance action. Contrary to their express representations, CWA officials negligently failed to timely assert Plaintiff's grievance under the procedures set out in the collective bargaining agreement between ATTIS and CWA and thus forfeited Plaintiff's right to arbitration under the said agreement.

VII.

Under the express terms of the termination payment plan adopted by ATTIS effective October 1, 1985, Plaintiff was a covered employer and entitled to its benefits as a third-party beneficiary of such plan agreement. ATTIS breached such agreement with Plaintiff, causing loss of termination pay to her in the amount of $59,018.00. Plaintiff received the sum of $22,200.00 as SIPP benefits; accordingly, she is entitled to recover additional termination payments in the amount of $36,818.00.

VIII.

CWA owed Plaintiff a duty of fair representation insofar as Plaintiff's right to recover termination pay from ATTIS was concerned. CWA breached such duty to Plaintiff when it failed to take the necessary procedural steps to timely assert Plaintiff's rights to ATTIS management and to preserve her rights under the collective bargaining agreement between CWA and ATTIS. Such a breach constituted negligence on the part of CWA which negligence was the proximate cause of damage to Plaintiff in an amount in excess of the minimum jurisdictional amount of this Court.

IX.

ATTIS economically coerced Plaintiff into accepting SIPP benefits by unlawfully threatening to terminate Plaintiff's employment with ATTIS for cause, on the asserted grounds of insubordination and job abandonment. Such job termination would have adversely affected Plaintiff's accrued pension benefits. Such unlawful coercion left Plaintiff with no reasonable economic choice other than to accept ATTIS' terms of termination, although Plaintiff sought to reserve her rights to seek a grievance as to the denial of her rights to termination pay. Such an attempt to reserve her rights was denied Plaintiff by ATTIS, who forced Plaintiff to unconditionally elect SIPP payments in lieu of any other benefits. Such economic duress was the proximate cause of damage, both pecuniary and emotional, to Plaintiff in excess of the minimum jurisdiction of this Court.

X.

Both the conduct of ATTIS and CWA was committed knowingly and in intentional disregard of the rights of Plaintiff to the extent that such Defendants are guilty of malice, as that term is known under law. As a result, ATTIS and CWA

should be punished for such malicious conduct toward Plaintiff by awarding Plaintiff exemplary damages against both ATTIS and CWA in an amount found necessary by the trier of facts to deter similar conduct in the future.

XI.

Written demand for amounts due Plaintiff from ATTIS for its breach of its agreement with Plaintiff was made to ATTIS on July 1, 1986. Accordingly, under Sec. 38.001, et seq., Texas Civil Practice and Remedies Code, Plaintiff is entitled to recover reasonable attorney's fees from ATTIS, as follows:

1.	For preparation and trial of this case;	$25,000.00
2.	For any appeal to the Court of Appeals; and	5,000.00
3.	For any application for writ of error to the Texas Supreme Court.	5,000.00

WHEREFORE, PREMISES CONSIDERED, BARBARA SLAUGHTER, Plaintiff, prays that Defendants AT&T INFORMATION SYSTEMS, INC. AND COMMUNICATIONS WORKERS OF AMERICA be cited to appear and answer herein and upon final hearing hereof Plaintiff have and recover judgment as follows:

1. From ATTIS the sum of $36,818.00 for breach of agreement;
2. From ATTIS, a sum in excess of the minimum jurisdiction of this Court for economic duress;
3. From CWA, a sum in excess of the minimum jurisdiction of this Court for negligence;
4. From ATTIS, reasonable attorney's fees for breach of its agreement with Plaintiff as set out above;
5. Exemplary damages from both ATTIS and CWA as found by the trier of facts;

6. Pre-judgment interest at the highest rate allowed by law from and after February 28, 1986;
7. Post-judgment interest at the highest rate allowed by law;
8. Costs of court; and
9. Such other and further relief to which Plaintiff may show herself justly entitled.

Respectfully submitted,
McCONNELL & KLEMENT, P.C.

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